

Fill in this information to identify the case:

Debtor 1 **Stephen Schott**
aka Stephen J. Schott, aka Steve J. Schott, aka Steve Schott, aka Steven J. Schott

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: **MIDDLE DISTRICT OF PENNSYLVANIA**
(State)

Case number **19-00123-MJC**

AMENDED

Official Form 410S1

Notice of Mortgage Payment Change

12/15

If the debtor's plan provides for payment of post-petition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See bankruptcy rule 3002.1

Name of creditor: U.S. Bank trust National Association,
as Trustee of LB-Tiki Series IV Trust

Court claim no. (if known): 8-1

Last four digits of any number you
use to identify the debtor's account: 0574

Date of payment change: 05/01/2023
Must be at least 21 days after date
of this notice

New total payment: \$664.59
Principal, interest, and escrow, if any

Part 1: Escrow Account Payment Adjustment

1. Will there be a change in the debtor's escrow account payment?

☒ No

☐ Yes

Attach a copy of the escrow account statement prepared in a form consistent with applicable non-bankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: _____

Current escrow payment: \$59.08

New escrow payment: \$165.42

Part 2: Mortgage Payment Adjustment

2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate in the debtor's variable-rate note?

☐ No

☒ Yes

Attach a copy of the rate change notice prepared in a form consistent with applicable non-bankruptcy law. If a notice is not attached, explain why: _____

Current Interest Rate: 7.063%

New interest rate: 7.720%

Current principal and interest payment: \$465.82

New principal and interest payment: \$499.17

Part 3: Other Payment Change

3. Will there be a change in the debtor's mortgage payment for a reason not listed above?

☒ No

☐ Yes

Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect)

Reason for change: _____

Current mortgage payment: \$ _____

New mortgage payment: \$ _____

Debtor 1 Stephen Schott
aka Stephen J. Schott, aka Steve J. Schott, aka Steve Schott, aka Steven J. Schott
First Name Middle Name Last Name

Case Number (if known) 19-00123-MJC

Part 4: Sign Here

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box

- ☐ I am the creditor.
☒ I am the creditor's authorized agent.

I declare under penalty of perjury that the information provided in this Notice is true and correct to the best of my knowledge, information, and reasonable belief.

x /s/ Lauren Moyer, Esq Date April 6, 2023
Signature

Print: Lauren Moyer Title Attorney for Creditor
First name Middle Name Last name

Company Friedman Vartolo LLP

Address 1325 Franklin Avenue, Suite 160,
Number Street

Garden City NY 11530
City State Zip Code

Contact phone (212) 471-5100 Email: bankruptcy@friedmanvartolo.com

STEVE J SCHOTT
40 OLIVER ST
WILKES BARRE PA 18705

Analysis Date: March 13, 2023

Final

Property Address: 40 OLIVER STREET WILKES BARRE, PA 18705

**Annual Escrow Account Disclosure Statement
Account History**

This is a statement of actual activity in your escrow account from May 2022 to Apr 2023. Last year's anticipated activity (payments to and from your escrow account) is next to the actual activity.

Payment Information	Current:	Effective May 14, 2023:
Principal & Interest Pmt:	465.82	499.17 **
Escrow Payment:	59.08	165.42
Other Funds Payment:	0.00	0.00
Assistance Payment (-):	0.00	0.00
Reserve Acct Payment:	0.00	0.00
Total Payment:	\$524.90	\$664.59

Escrow Balance Calculation	
Due Date:	Mar 14, 2023
Escrow Balance:	(6,748.30)
Anticipated Pmts to Escrow:	118.16
Anticipated Pmts from Escrow (-):	106.30
Anticipated Escrow Balance:	(\$6,736.44)

** The terms of your loan may result in changes to the monthly principal and interest payments during the year.

Date	Payments to Escrow		Payments From Escrow		Description	Escrow Balance	
	Anticipated	Actual	Anticipated	Actual		Required	Actual
					Starting Balance	0.00	(8,979.90)
May 2022	59.08	119.67	59.08	58.98	* Forced Place Insur	0.00	(8,919.21)
Jun 2022	59.08	119.67	59.08	58.66	* Forced Place Insur	0.00	(8,858.20)
Jul 2022	59.08	39.89	59.08	58.34	* Forced Place Insur	0.00	(8,876.65)
Aug 2022	59.08	159.56	59.08	58.24	* Forced Place Insur	0.00	(8,775.33)
Sep 2022	59.08	79.78	59.08	57.80	* Forced Place Insur	0.00	(8,753.35)
Oct 2022	59.08	59.08	59.08	57.58	* Forced Place Insur	0.00	(8,751.85)
Oct 2022		2,034.81			* Escrow Only Payment	0.00	(6,717.04)
Nov 2022	59.08	59.08	59.08	53.89	* Forced Place Insur	0.00	(6,711.85)
Dec 2022	59.08	59.08	59.08	53.70	* Forced Place Insur	0.00	(6,706.47)
Jan 2023	59.08	59.08	59.08	53.49	* Forced Place Insur	0.00	(6,700.88)
Feb 2023	59.08	59.08	59.08	53.35	* Forced Place Insur	0.00	(6,695.15)
Mar 2023	59.08		59.08	53.15	* Forced Place Insur	0.00	(6,748.30)
Apr 2023	59.08		59.08		* Forced Place Insur	0.00	(6,748.30)
					Anticipated Transactions	0.00	(6,748.30)
Mar 2023		59.08		53.15	Forced Place Insur		(6,742.37)
Apr 2023		59.08		53.15	Forced Place Insur		(6,736.44)
	\$708.96	\$2,966.94	\$708.96	\$723.48			

An asterisk (*) indicates a difference from a previous estimate either in the date or the amount. If you want a further explanation, please call our toll-free number.

Last year, we anticipated that payments from your account would be made during this period equaling 708.96. Under Federal law, your lowest monthly balance should not have exceeded 118.16 or 1/6 of the anticipated payment from the account, unless your mortgage contract or State law specifies a lower amount. Your mortgage contract and State law are silent on this issue.

**Annual Escrow Account Disclosure Statement
Projections for Coming Year**

This is an estimate of activity in your escrow account during the coming year based on payments anticipated to be made to and from your account.

Date	Anticipated Payments		Description	Escrow Balance	
	To Escrow	From Escrow		Anticipated	Required
			Starting Balance	(6,736.44)	0.00
May 2023	53.15	53.15	Forced Place Insur	(6,736.44)	0.00
Jun 2023	53.15	53.15	Forced Place Insur	(6,736.44)	0.00
Jul 2023	53.15	53.15	Forced Place Insur	(6,736.44)	0.00
Aug 2023	53.15	53.15	Forced Place Insur	(6,736.44)	0.00
Sep 2023	53.15	53.15	Forced Place Insur	(6,736.44)	0.00
Oct 2023	53.15	53.15	Forced Place Insur	(6,736.44)	0.00
Nov 2023	53.15	53.15	Forced Place Insur	(6,736.44)	0.00
Dec 2023	53.15	53.15	Forced Place Insur	(6,736.44)	0.00
Jan 2024	53.15	53.15	Forced Place Insur	(6,736.44)	0.00
Feb 2024	53.15	53.15	Forced Place Insur	(6,736.44)	0.00
Mar 2024	53.15	53.15	Forced Place Insur	(6,736.44)	0.00
Apr 2024	53.15	53.15	Forced Place Insur	(6,736.44)	0.00
	<u>\$637.80</u>	<u>\$637.80</u>			

(Please keep this statement for comparison with the actual activity in your account at the end of the escrow accounting computation year.)

Your escrow balance contains a cushion of 0.00. A cushion is an additional amount of funds held in your escrow balance to prevent the balance from becoming overdrawn when an increase in the disbursement amount occurs. Under Federal law, your lowest monthly balance should not exceed 106.30 or 1/6 of the anticipated payment from the account, unless your mortgage contract or State law specifies a lower amount. Your mortgage contract and State law are silent on this issue.

Your ending balance from the last month of the account history (escrow balance anticipated) is (6,736.44). Your starting balance (escrow balance required) according to this analysis should be \$0.00. This means you have a shortage of 6,736.44. This shortage may be collected from you over a period of 12 months or more unless the shortage is less than 1 month's deposit, in which case we have the additional option of requesting payment within 30 days. We have decided to collect it over 60 months.

We anticipate the total of your coming year bills to be 637.80. We divide that amount by the number of payments expected during the coming year to obtain your escrow payment.

New Escrow Payment Calculation

Unadjusted Escrow Payment	53.15
Surplus Amount:	0.00
Shortage Amount:	112.27
Rounding Adjustment Amount:	0.00
Escrow Payment:	<u>\$165.42</u>

Paying the shortage: If your shortage is paid in full, your new monthly payment will be \$552.32 (calculated by subtracting the Shortage Amount to the left and rounding, if applicable). Paying the shortage does not guarantee that your payment will remain the same, as your tax or insurance bills may have changed. If you would like to pay the shortage now, please pay the entire amount of the shortage before the effective date of your new payment. To ensure that the funds are posted to your account correctly, please notify your asset manager that you are paying the shortage.

NOTICE OF RIGHT TO CANCEL PRIVATE MORTGAGE INSURANCE: If you currently pay private mortgage insurance premiums, you may have the right to cancel the insurance. In most cases, you have the right to cancel private mortgage insurance if the principal balance of your loan is 80 percent or less of the original appraised value of your home, and you have a good payment history on your loan. If you want to learn whether you are eligible to cancel this insurance, please contact us at 323 Fifth Street, Eureka, Ca 95501 or 800-603-0836.

*** Please note if you have autopay/EFT set up on your loan, it is your responsibility to make sure your payment amount is updated. Enclosed is the EFT form that needs to be completed. Once completed, please fax to the number listed on the EFT form or return in the self-addressed envelope.**

Loan Modification Agreement

Modification Effective Date:

5/1/2017

Borrower(s):

STEVE J SCHOTT

FULLFILLMENT

Loan Number:

APR 14 2017

Servicer:

Bayview Loan Servicing, LLC

Original Promissory Note ("Note"):

7/9/2003

Original Principal Balance:

\$65,155.98

Deed of Trust/Mortgage ("Security Instrument"): Deed of Trust or Mortgage securing the Note and creating a lien on certain real property ("Property") owned by Borrower.

Borrower and Servicer agree to the following:

1. **New Principal Balance:** \$75,000.00, including the existing unpaid principal balance of \$69,959.39 plus the capitalized unpaid installments, interest, late charges, fees and costs, and if applicable, advances for unpaid property taxes and/or insurance premiums increased by \$5,040.61. Based on the consideration listed above, and other good and valuable consideration, Servicer agrees to forgive \$1,239.75. You will never be required to pay this amount. There may be prior deferment or forgiveness related to this loan or this current Agreement. There could be tax consequences related to this deferment or forgiveness, you are advised to seek guidance from an independent tax professional.
2. **New Monthly Payment;** \$652.02, including monthly principal and interest payment of \$415.96, plus monthly escrow payment of \$236.06.
3. **New Interest Rate:** 6.063%
4. **New Maturity Date:** 4/1/2057
5. **New Monthly Payments, Payment Adjustments:**

Years	Interest Rate	Interest Rate Change Date	Monthly Principal & Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment	Payment Begins On	Number of Monthly Payments
1-5	6.063%	4/1/2017	\$415.96	\$236.06	\$652.02	5/1/2017	60
6	7.063%	4/1/2022	\$465.82	Adjusted Annually	Adjusted Annually	5/1/2022	12
7-40	7.720%	4/1/2023	\$499.17	Adjusted Annually	Adjusted Annually	5/1/2023	408

Borrower acknowledges that Servicer will establish an impound/escrow account for the collection of property taxes and insurance premiums if such account is not currently in existence. Servicer will analyze the impound/escrow account from time to time. As a result of this analysis, the escrow portion of Borrower's monthly payment may change. Borrower further acknowledges that the escrow portion of his/her monthly payment may be substantially higher than the estimate. (Note: In certain states, impound/escrow accounts do not collect for payment of taxes pertaining to Bond/Special Assessments and Irrigation/Water District).

No Other Changes: Except as expressly adjusted by this Agreement, all of the covenants, agreements, stipulations, and conditions in the Note and the Security Instrument remain unmodified and in full force and effect. The Security Instrument continues to secure on a first and prior lien basis the due and punctual payments of the Note, as modified by this Agreement. Borrower is encouraged to review this Agreement with his/her legal advisor prior to signing it, but by signing the below Borrower has voluntarily signed this Agreement.

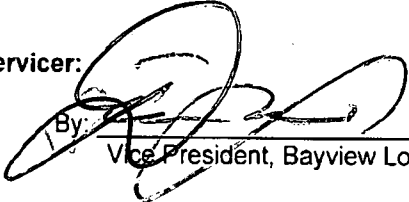
IN WITNESS WHEREOF, Servicer and Borrower have executed this Loan Modification Agreement,

Borrower:

By: 
STEVE J. SCHOTT

Date: 04-20-17

Servicer:

By: 
Vice President, Bayview Loan Servicing, LLC

Date: APR 28 2017

Danny Garcia

Asset Manager: **Marsha Brown**

Phone Number: **855-777-1962**

Monday – Friday 9:00am to 6:00pm ET

Fax Number: **305-646-4515**

E-mail: **MarshaBrown@bayviewloanservicing.com**

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF PENNSYLVANIA

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IN RE: :
 : CASE NO.: 19-00123-MJC
 :
Stephen Schott : CHAPTER: 13
 :
aka Stephen J. Schott aka Steve J. Schott : HON. JUDGE.: Mark J Conway
aka Steve Schott aka Steven J. Schott :
 :
Debtor(s) :
 :
-----X

CERTIFICATE OF SERVICE

I, Lauren M. Moyer, Esq., certify that on April 6, 2023, I caused to be served a true copy of the annexed **NOTICE OF PAYMENT CHANGE** by mailing by First Class Mail in a sealed envelope, with postage prepaid thereon, in a post office or official depository of the U.S. Postal Service addressed to the last known address of the addressee, and the property address as indicated on the attached Service List annexed hereto.

By: /s/ Lauren M. Moyer, Esq.
FRIEDMAN VARTOLO LLP
1325 Franklin Avenue,
Suite 160
Garden City, New York
T: (212) 471-5100
F: (212) 471-5150

SERVICE LIST

STEPHEN SCHOTT

aka Stephen J. Schott

aka Steve J. Schott

aka Steve Schott

aka Steven J. Schott

17 Thomas Lane

Kingston, PA 18704-2621

Debtor

PAUL W MCELRATH, JR.

MCELRATH LEGAL HOLDINGS, LLC

1641 Saw Mill Run Boulevard

Pittsburgh, PA 15210

Debtor's Attorney

JACK N ZAHAROPOULOS (TRUSTEE)

STANDING CHAPTER 13 TRUSTEE

8125 Adams Drive, Suite A

Hummelstown, PA 17036

Trustee

UNITED STATES TRUSTEE

ASST. U.S. TRUSTEE

228 Walnut Street, Suite 1190

Harrisburg, PA 17101

U.S. Trustee